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8	275 Battery Street, Suite 3000 San Francisco, CA 94111	Facsimile: (408) 279-5845
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25	Facsimile: (650) 697-0577	
26	Co-Lead Plaintiffs' Counsel for Economic Loss Cases	
27	Economic Loss Cases	

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

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IN RE: TOYOTA MOTOR CORP.

UNINTENDED ACCELERATION

This document relates to:

ALL CASES

MARKETING, SALES PRACTICES, AND

PRODUCTS LIABILITY LITIGATION

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Case No.: 8:10ML2151 JVS (FMOx)

REDACTED STIPULATED
PROTECTIVE ORDER
GOVERNING THE EXCHANGE
AND HANDLING OF SOURCE
CODE AND SOURCE CODE
RELATED MATERIAL

WHEREAS, to facilitate the production and receipt of information during discovery in the above-captioned litigation ("the Litigation"), the Court entered a Stipulated Protective Order on July 16, 2010 (the "July 16th Stipulated Protective Order") and subsequently entered the First Amended Protective Order on January 19, 2011 (the "January 19th Protective Order") for the protection of Confidential and Highly Confidential Materials (as defined therein) that may be produced or otherwise disclosed during the course of this Litigation by any party or non-party; and

WHEREAS, Paragraph 5 of the January 19th Protective Order stated that source code and related materials to be exchanged in the Litigation would be subject to additional forms of protection pursuant to further Order of the Court. To the extent the Parties require special protection for other highly sensitive materials, the Parties reserve the right to seek such protection from the Court prior to production as set forth in Paragraph 5 of the January 19th Protective Order.

WHEREAS, on February 25, 2011, March 15, 2011, and March 22, 2011, the Court held hearings on the issues of source code protection and provided the Parties with further guidance on the protection of source code and source code related material and the protocol for review.

Accordingly, IT IS HEREBY ORDERED that the terms and conditions of this Stipulated Protective Order shall govern the exchange and handling of source code and source code related materials in the Litigation:

Definitions: For purposes of this Order, "source code" means human-1. readable text files used as input to computer programs that generate machine-readable files, including, but not limited to, files containing program text in "C", "C++", assembler, VHDL, Verilog, and digital signal processor (DSP) programming languages. Source code further includes "make" files, link files, and other humanreadable text files used in the generation or building of software directly executed on a microprocessor, microcontroller, or DSP. Source code further includes binary executable files and object code files. Further, as used herein, "Producing Party" shall refer to the parties to this Litigation that make available for review or produce source code and source code related material, and "Receiving Party" shall refer to the parties to this Litigation that are granted access to, review, or receive such information. For purposes of this Order, "source code related material" means any material that contains, depicts, or reflects "source code" as defined above, including but not limited to, certain software specifications or any other material that the Producing Party may make available in connection with Receiving Party's review of source code. "Source code related material" also means all software, analytical tools, programming, instruction or other material or assistance provided by the Producing Party to the Receiving Party to assist in analysis of the source code. The specific materials that the Producing Party will provide will be set forth in a Response to a Request for Production from the Receiving Party. Notwithstanding these definitions, neither party waives any rights to object to requests for production of specific source code or source code related material or responses thereto. For purposes of this Order, a "line of code" means single discrete line of source code as shown in the original source code in native format.

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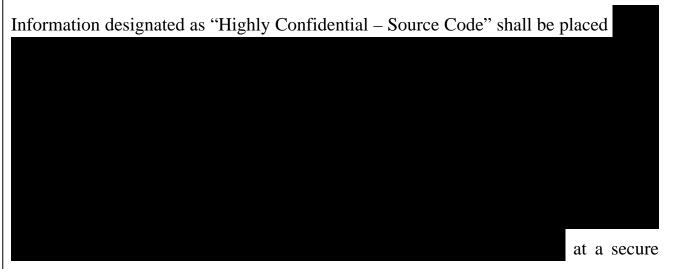
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- 2. "Highly Confidential Source Code" Designation: Any Producing Party, at its sole discretion, may designate source code and source code related material as "Highly Confidential Source Code" if the Producing Party reasonably believes that the disclosure of the information would create a substantial risk of competitive, business, or other material injury to the Producing Party.
- 3. **Security and Means of Inspection of "Highly Confidential Source Code" Information**: Unless otherwise agreed to in writing between the Producing Party and the Receiving Party, if information designated as "Highly Confidential Source Code" is to be made available for review or inspection, it shall only be provided for review, upon written request and after reasonable notice, in the manner set forth as follows:

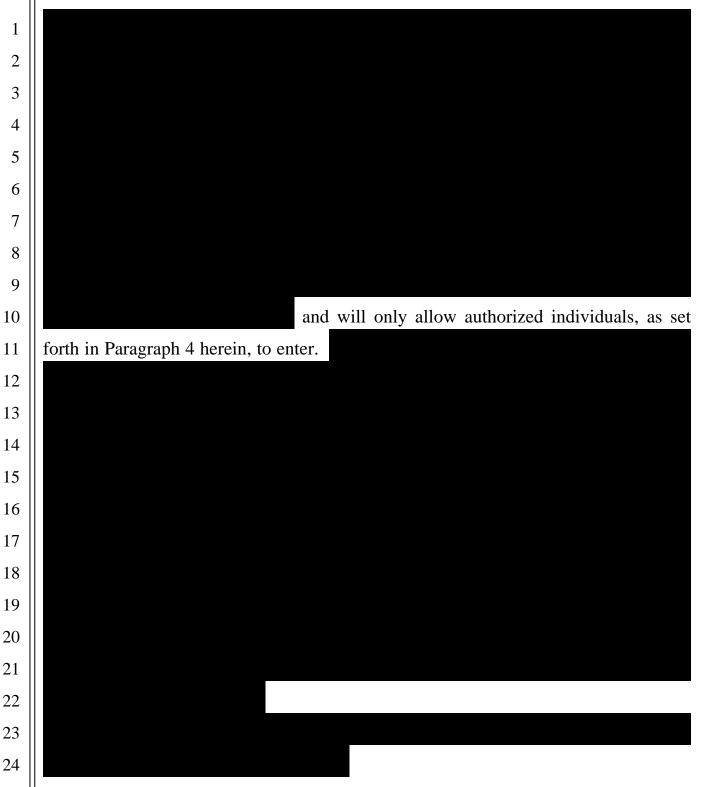


location agreed to by the Parties (the "Secure Facility").

a. Security Personnel and Access to Secure Room

The	Secure	Facility	and	Secure	Room	will	be		

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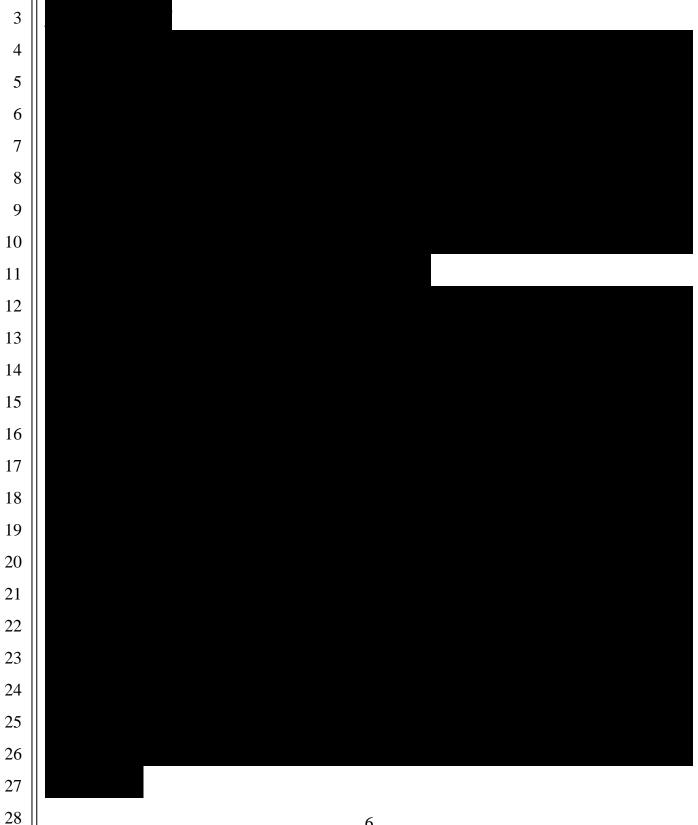
By signing onto the "Agreement Concerning Source Code Information Covered by Protective Order" attached hereto as Exhibit A to this Order, the Receiving Party

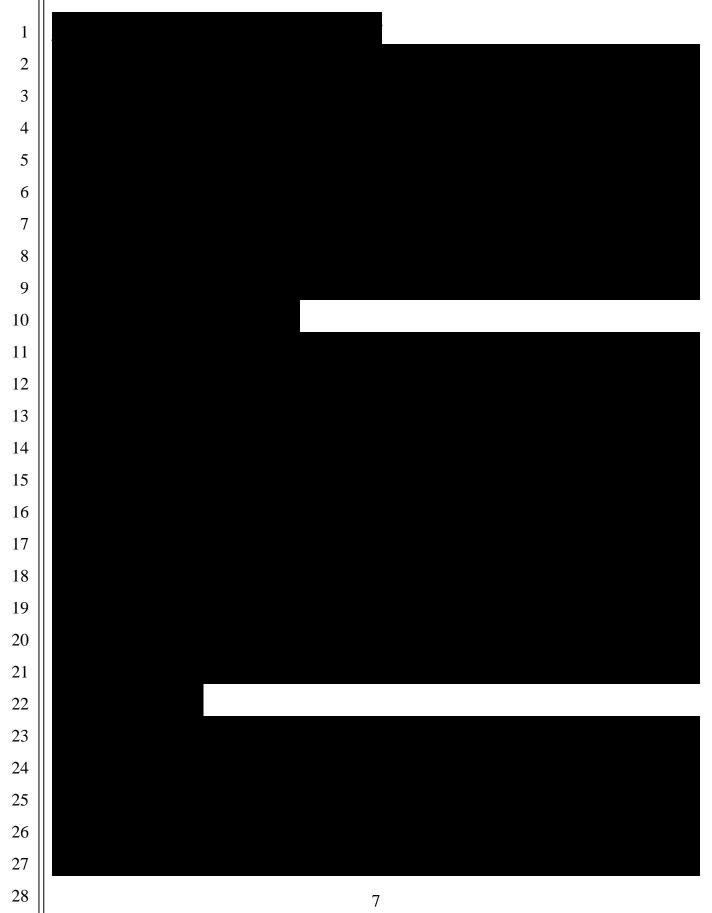
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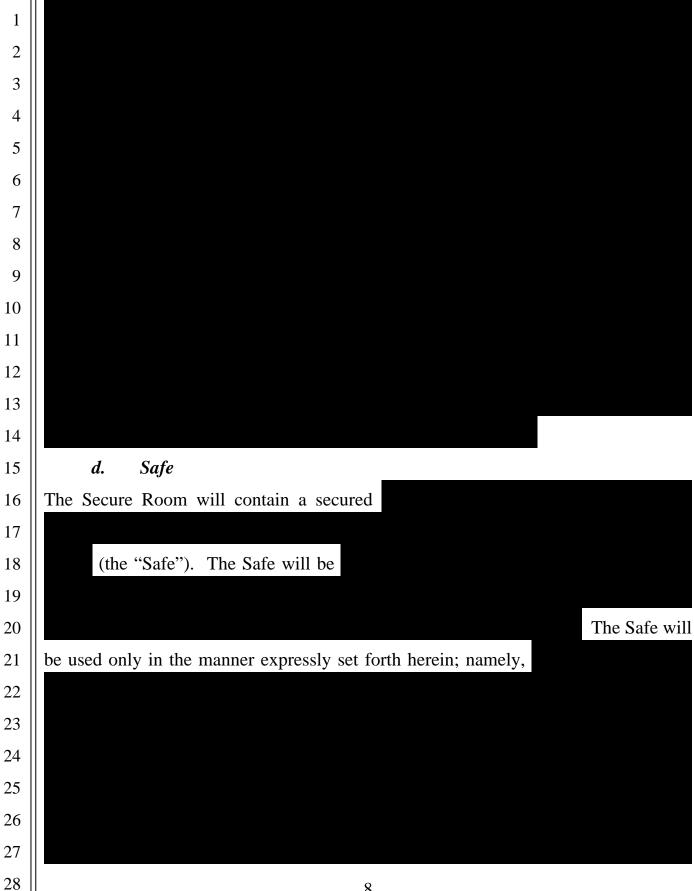
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and their representatives, experts, and consultants consent to such monitoring and any other monitoring set forth in this order.







1 2 Additional Duties and Replacement of Neutral System Administrator 3 e. 4 The Neutral System Administrator and security personnel will be from separate 5 companies. In addition to the duties set forth above, the Neutral System Administrator's responsibilities will include 6 performing routine system maintenance and patching, 7 8 rebooting, restoration and recovery, maintenance and repair of the hardware (e.g., 9 monitors, computer, printer), logging all system administration actions and activities, and working with both the Producing Party's and Receiving Party's I.T. professionals 10 to correct technical problems and implement any modifications to the system agreed 11 to by both the Producing Party and the Receiving Party. In light of the possible length 12 of the Receiving Party's review of the source code, at either Party's request, the 13 Parties will agree to confer and select replacement or additional Neutral System 14 15 Administrators as reasonably needed. 16 17 18 19 20 21 22 No Copies of Code g. The Receiving Party cannot make electronic copies of any Highly Confidential -23 Source Code information except for purposes of electronically moving the Highly 24 Confidential - Source Code material from the 25 for purposes of review and analysis as set forth in 26 27 Paragraph 4 herein during active review and analysis. Upon the Receiving Party's

completion of review and analysis of the code, such code will be erased from the 1 by the Receiving Party unless required for inclusion in the final work 2 product as set forth in Paragraph 9 below. The Receiving Party cannot make any hard 3 copies of such source code information other than as expressly set forth herein in 4 5 Paragraphs 6 and 7. 6 7 8 9 10 11 12 13 Hours of Operation 14 The Secure Room shall be made available to the Receiving Party in two shifts 15 Monday through 16 Friday (excluding U.S. holidays and when TMC is closed), and in one shift 17 18 on Sunday (excluding U.S. holidays and when TMC is 19 closed), until the close of discovery in the Litigation. The door to the Secure Room will remain locked when not in use for review as set forth in this Order. 20 21 j. Inspection and Set Up 22 The Parties shall have the mutual right to inspect and examine all components of the security and analytical systems 23 24 The Receiving 25 Party shall have the right to visually inspect 26 27 28 10

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The Parties will select and mutually agree on a neutral party (distinct from the Neutral System Administrator) to test the

The neutral party will not disclose to the Receiving Party, or any other party, any information

Access to "Highly Confidential - Source Code" Information: Subject to the limitations set forth in this Paragraph, the Receiving Party may designate certain experts or consultants in the aggregate during the Litigation to have access to the Secure Facility for inspection of information designated as "Highly Confidential -Source Code." Any such experts or consultants must sign the "Agreement Concerning Source Code Information Covered by Protective Order" attached hereto as Exhibit A and must otherwise meet the requirements of Paragraph 11(c) and 12 of the January 19th Protective Order. In addition, the Receiving Party may designate certain outside counsel of record in this Litigation in aggregate as defined and limited in Paragraph 11(b) of the January 19th Protective Order who may have access to the Secure Facility for inspection of information designated as "Highly Confidential – Source Code." Notwithstanding the above, no more than a total of consultants meeting the criteria of Paragraphs 11(b), 11(c), and 12 of the January 19th Protective Order identified by the Receiving Party and the five (5) Co-Lead Counsel for Plaintiffs as a group shall have access to the Secure Facility for inspection of information designated as "Highly Confidential – Source Code" in aggregate during the Litigation pursuant to this Paragraph. Other than the individuals designated herein, no other individual or entity shall be granted access to information designated as Highly Confidential – Source Code, including without limitation sharing attorneys pursuant to Paragraph 13 of the First Amended Protective Order, except as expressly authorized by the Producing Party.

At least ten (10) days prior to the date on which access is sought to the Secure Facility, the Receiving Party's counsel shall provide to counsel for the Producing Party the names of any individual, including attorneys, seeking such access for the first time, and the Producing Party shall have the right to object to such access before granting access to the Secure Facility. During the pendency of this ten (10) day notice period, no listed individual shall have access to the Secure Facility. If an objection to any specific individual is made, that individual shall not have access to the Secure Facility until resolution of such objection. Individuals who have been previously granted access to the Secure Facility according to this Paragraph 4 may access it, without further approval, although the Producing Party

If the Receiving Party wishes to substitute the name of a previously disclosed individual seeking access to the Secure Facility for another individual pursuant to this Paragraph, the Receiving Party shall provide notice to the Producing Party five (5) days prior to the date on which access is sought to the Secure Facility. The Producing Party shall have the right to object to such access before granting access to the Secure Facility. Consent, however, will not be unreasonably withheld. During the pendency of this five (5) day notice period, the substituted individual shall not have access to the Secure Facility. If an objection to any specific individual is made, that individual shall not have access to the Secure Facility until resolution of such objection by the Court. During the Litigation, the Receiving Party shall in no event grant access to the Secure Room to more than specifically named individuals in the aggregate.

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4	Individuals granted access to Highly Confidential - Source Code information shall not
5	have the right to, and agree
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8	except as specifically set forth herein.
9	The Neutral System Administrator will monitor the Secure Room as set forth above in
10	Paragraph 3,
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13	Both the Producing Party and the Receiving
14	Party will have access to the
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18	The Parties will
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21	. The Producing Party will not have access to the
22	Receiving Party's work product. After meeting and conferring with the Producing
23	Party, the Receiving Party may
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26	5. Searching of "Highly Confidential – Source Code" Information by
27	Receiving Party : The Receiving Party (including the experts or consultants who may
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inspect information designated as "Highly Confidential - Source Code" pursuant to the provisions of this Order) may, to the extent necessary, request that the Neutral System Administrator load searching or analytical tools for inspection of the source code in the presence of the Producing Party and Receiving Party with the advice and assistance of either Party as needed, so long as the searching or other analytical tools for inspection of the source code are identified and disclosed and, with respect to tools that are not commercially available, a CD or DVD containing such software tools is provided by the Receiving Party to the Producing Party, at least five (5) business days in advance of the date upon which the Receiving Party wishes to have the additional software tools available for use. During the pendency of this five (5) business day notice period, the disclosed searching or analytical tools will not If an objection to any specific until resolution of such tool is made, that tool may not objection by the Parties or the Court if the Parties are unable to resolve the dispute themselves. If there is no objection after the expiration of the five (5) business day period, the Neutral System Administrator in the presence of the Producing Party and Receiving Party, and the Receiving Party may use the tools to assist in its review and searching of Highly Confidential – Source Code information provided that such software tools are reasonably necessary for the Receiving Party to perform its review of the Highly Confidential - Source Code information consistent with all of the protections herein. All searching or analytical tools used pursuant to this Paragraph must be consistent with the security purposes of this Protective Order and, for example,

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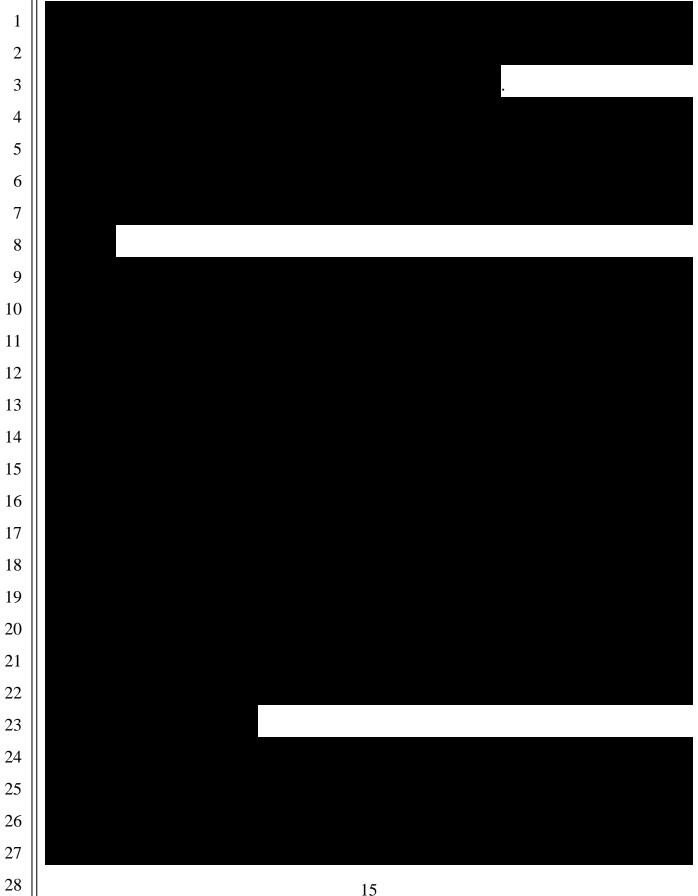
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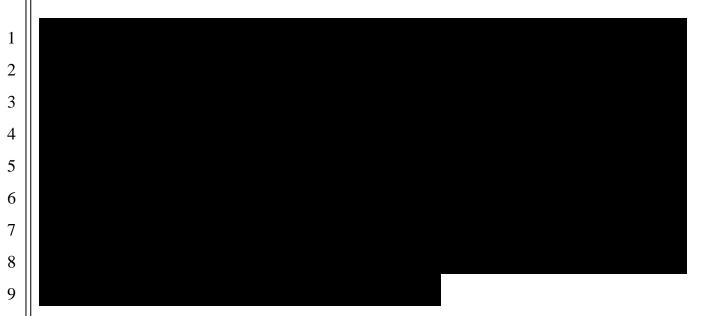
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6. **Notes by Receiving Party**: If the Receiving Party (including the experts or consultants who may inspect information designated as "Highly Confidential – Source Code" pursuant to the provisions of this Order) desires to take notes while inspecting the source code or source code related material, all such notes will be taken in standard bound engineering notebooks with consecutively numbered pages

as set forth Paragraph 7.

prepared or based on an examination of Highly Confidential – Source Code information shall be accorded the same protected status and confidentiality as the underlying Highly Confidential – Source Code information from which they are made,

Any notes

must be labeled as such by the Receiving Party, must be maintained 1 2 3 , and shall be subject to all of the terms of this Protective Order. The Producing Party shall not be responsible for any items left 4 5 outside the Safe in the room following each inspection session. Other than as expressly provided in Paragraph 7 herein, the Receiving Party will not 6 copy, remove, or otherwise transfer any Highly Confidential - Source Code material 7 8 from 9 10 11 The Receiving Party will not transmit any Highly 12 Confidential - Source Code information in any way from the Secure Room in any 13 manner except as expressly provided herein. To the extent that the Producing Party 14 15 reasonably believes that the Receiving Party (including the experts or consultants who may inspect information designated as "Highly Confidential – Source Code" pursuant 16 to the provisions of this Order) is violating any provision of this Paragraph, the 17 18 Producing Party will have the right to seek immediate relief from the Court, including, 19 but not limited to, revoking or limiting the Receiving Party's access to the Highly

The Parties acknowledge that under the attorney work product doctrine, either Party may apply to the Court for relief for any voluntary and deliberate disclosures to the public by the other Party, or that Party's agents or representatives, of that Party's attorney work product covered by this Order. If such a disclosure occurs, either Party shall have the right to seek immediate relief, including but not limited to, disclosure of all or part of the other Party's related attorney work product, as well as, loss of any

Confidential – Source Code information and compensation for the economic harm

resulting from the Receiving Party's violation of this Protective Order.

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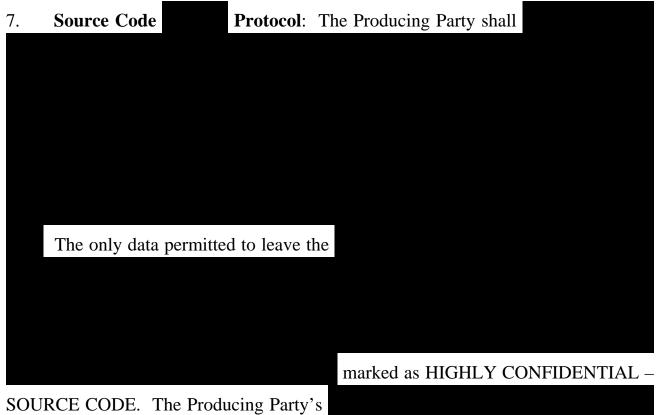
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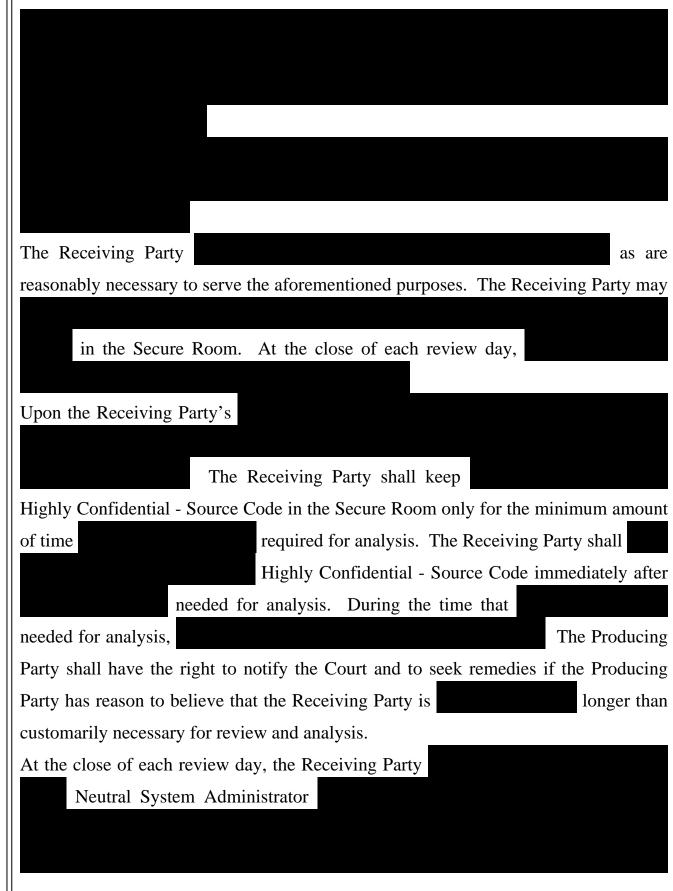
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applicable privilege protecting such work product from discovery. Nothing in this provision is intended to affect the right of either party to oppose any such relief. It is the Producing Party's position that if such a disclosure relates to opinions of the Receiving Party's experts or lawyers regarding analysis of the Producing Party's Highly Confidential – Source Code information, the Producing Party may ask the Court for cessation of the source code analysis, quarantine of the Secure Facility, and any other relief as deemed appropriate by the Court. It is Receiving Party's position that under this same principle, Receiving Party may seek similar orders from the Court if Producing Party (including a Producing Party lawyer, employee, or expert), publically discloses attorney work product opinions about source code analysis by either Party. Producing Party reserves the right to oppose any such relief. Nothing in this Order shall affect, limit or modify the rights to the Parties under F. R. Civ. P. 26 and F. R. Evid. 502 to maintain the confidentiality of attorney work product and communications and materials relating to their respective experts.



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The Producing Party and Receiving Party shall be entitled to request to the Neutral System Administrator. the Neutral System Administrator as set forth herein. The To the extent the Producing Party has a good faith basis to believe that the is inconsistent with the provisions set forth herein, the Producing Party may seek immediate relief from the Court, including, but not limited to, revoking or limiting the Receiving Party's access to Highly Confidential - Source Code, and compensation for the economic harm resulting from the Receiving Party's violation of the Protective Order. Except as provided herein, absent express written permission from the Producing Party, the Receiving Party pursuant to the terms of this Order for use in any manner (including by way of example only, the Receiving Party may not shall not be included in correspondence between the Parties (references to production numbers shall be used instead), and shall be omitted from pleadings and other papers whenever possible, except as expressly set forth in Paragraph 10 herein. **Use of Highly Confidential – Source Code Information** 8.

Highly Confidential – Source Code information shall be used solely for purposes of the Litigation as set forth herein. No person shall review or analyze Highly Confidential – Source Code information for purposes unrelated to this Litigation, nor may any person use any knowledge gained as a result of reviewing Highly Confidential – Source Code information in any other pending or future dispute, proceeding, patent prosecution, or litigation.

9. Expert Reports

2. Expert Reports
The Receiving Party its final expert
report pursuant to the protocol set forth in Paragraph 7 herein, however,
. Before the final expert report is
by the Receiving Party,
of no more than ten (10) business days.
or otherwise designated under the
January 19 th Protective Order, and the Receiving Party
the Producing
Party may apply to the Court to seek relief, including, but not limited, to relief set
forth in Paragraph 7. No
until agreement has been reached on
or until any dispute that has been raised with the
Court is resolved by the Court. After any issues raised during the ten (10) day review
are resolved by the Court and/or agreement, the parties will meet and confer

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pursuant to this and/or the January 19th Protective Order. Notwithstanding the requirement to meet and confer the security measures will include, but will not be limited to, the following measures in this Paragraph. Any final report that leaves the Secure Facility and pursuant to the January 19th Protective Order.

10. Court Filings and Depositions:

If a Party reasonably believes that it needs to submit a portion of Highly Confidential - Source Code material as part of a filing with the Court, the Parties shall meet and confer as to how to make such a filing while protecting the confidentiality of the Highly Confidential - Source Code and such filing will not be made absent agreement from the Producing Party that the confidentiality protections will be adequate. If the Producing Party agrees to produce an electronic copy of all or any portion of its Highly Confidential - Source Code material or provide written permission to the Receiving Party that an electronic or any other copy needs to be made for a court filing, the Receiving Party's communication and/or disclosure of electronic files or other materials containing any portion of Highly Confidential - Source Code (paper or electronic) shall at all times be limited solely to individuals who are expressly authorized to view Highly Confidential - Source Code under the provisions of this Order, with, for purposes of a court filings, the addition of individuals listed in Paragraph 11(a) of the January 19th Protective Order.

Rather, at least five (5) business days before the date of the deposition, the Receiving Party shall notify the Producing Party about the specific portions of Highly Confidential - Source Code material it wishes to use at the deposition, and the Producing Party shall bring those portions to the deposition for use by the Receiving Party.

marked as deposition exhibits shall not be provided to the court reporter or attached to deposition transcripts; rather, the deposition record will identify the exhibit by its production numbers.

deposition shall

be returned to the Producing Party and securely destroyed in a timely manner following the deposition.

- 11. **Other Protections**: Information designated as "Highly Confidential Source Code" pursuant to the terms of this Order is also entitled to the protections of the January 19th Protective Order for material designated as "Highly Confidential" and all other applicable provisions thereof. This Order is intended to provide additional specific protections related to the handling, review of, and access to highly confidential source code and source code related material designated as "Highly Confidential Source Code," and it shall govern all issues unique to the handling, review of, and access to such materials.
- 12. Violations of Protective Order: In the event that any person or party should violate the terms of this Protective Order, the aggrieved Producing Party should apply to the Court to obtain relief against any such person or party violating or threatening to violate any of the terms of the Protective Order. Further, if the monitoring mechanisms set forth herein identify any actual or potential violation of this Order by the Receiving Party, the Producing Party may apply for, inter alia, immediate injunctive relief from the Court. In the event that the aggrieved Producing Party seeks injunctive relief, it must petition the District Judge for such relief, which may be granted at the sole discretion of the District Judge. The Parties and any other person subject to the terms of this Protective Order agree that this Court shall retain jurisdiction over it and them for the purpose of enforcing this Protective Order.
- 13. Source Code and Source Code Material Produced as Part of the NHTSA/NASA Report: The National Highway Traffic Safety Administration ("NHTSA")/National Aeronautics and Space Administration ("NASA") Report released February 8, 2011 includes Highly Confidential Source Code Materials. Portions of the report were redacted from the publically available report by NASA/NHTSA pursuant to statutory confidentiality provisions. Any information

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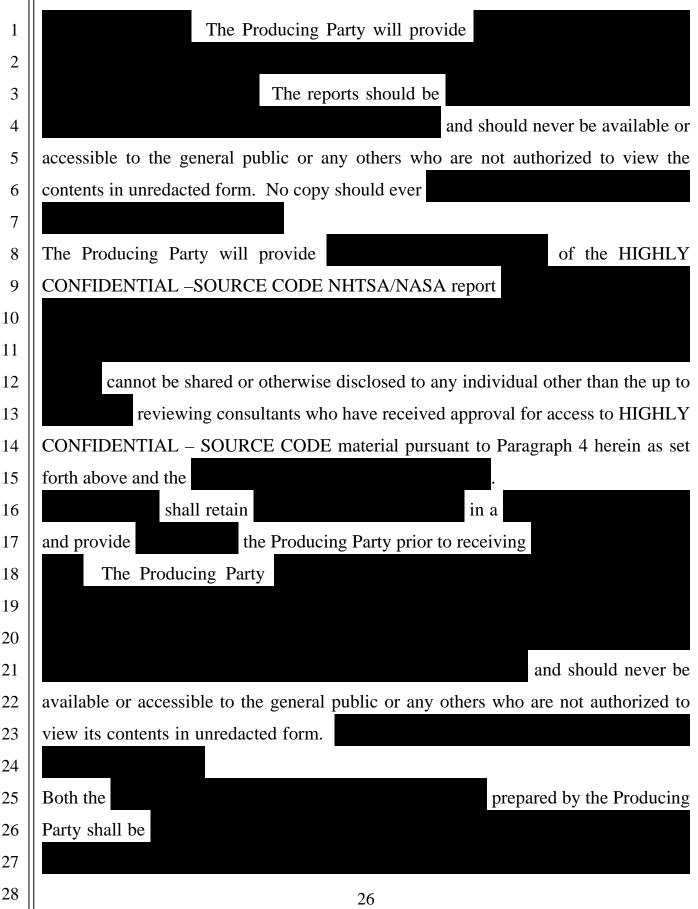
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related to source code or source code material prepared in connection with the NASA/NHTSA report may be designated as HIGHLY CONFIDENTIAL – SOURCE CODE and will be entitled to the protections and protocol set forth in this Order. The Producing Party is producing in this Litigation all specific previously redacted portions of the report unredacted but designated as HIGHLY CONFIDENTIAL -SOURCE CODE and, as such, that information shall be entitled to the protections in 6 this Order. when not in use. Only the up to consultants and the 10 disclosed and approved pursuant to Paragraph 4 herein for access to the HIGHLY CONFIDENTIAL - SOURCE CODE material shall 12 have access to the report The report, or the thereof, cannot be shared or otherwise disclosed to any individual other than the individuals specified in this Paragraph. Prior to the development of the Secure Room, will be made available 16 a of the HIGHLY CONFIDENTIAL -SOURCE CODE NHTSA/NASA report to 20 cannot be shared or otherwise disclosed to any individual other than the up to consultants who have received approval for access to HIGHLY CONFIDENTIAL – SOURCE CODE material pursuant to Paragraph 4 herein as set forth above 26

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- 14. **Technical Modifications:** If technical considerations require modification of the system architecture or security protocol set forth herein, the Parties may by mutual agreement agree to make technical modifications in keeping with the security objectives of this Protective Order.
- 15. Conclusion of Litigation: Within thirty (30) days after receiving notice of the entry of an order, judgment or decree finally disposing of this Litigation, all persons having received or maintained Highly Confidential Source Code material, including any notes designated as such pursuant to Paragraph 6 herein, shall return such material and all copies thereof to counsel for the Producing Party and certify that fact to counsel for the Producing Party in writing by sworn statement. Counsel of record shall make arrangements for the return of Highly Confidential Source Code material that counsel of record provided or made available to any persons in Paragraphs 11(a), (b), or (c) of the January 19th Protective Order, except the Court, court personnel and court reporters. All Highly Confidential Source Code material returned to the parties or their counsel by the Court shall likewise be returned to each Producing Party in accordance with this Paragraph.

Dated: March 30, 2011

James V. Selna

United States District Judge

1		
2	Dated: April 11, 2011	Respectfully stipulated to and submitted by,
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28	[PROPOSED] REDACTED STIPULATED PROT	28 IECTIVE ORDER GOVERNING THE EXCHANGE AND HANDLING OF SOURCE CODE

[PROPOSED] REDACTED STIPULATED PROTECTIVE ORDER GOVERNING THE EXCHANGE AND HANDLING OF SOURCE CODE AND SOURCE CODE RELATED MATERIAL LEGAL02/32564320v3

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EXHIBIT A 1 2 UNITED STATES DISTRICT COURT 3 CENTRAL DISTRICT OF CALIFORNIA 4 5 In Re: Toyota Motor Corp. Unintended Acceleration CASE NO.: 8:10ML2151 JVS (FMOx) 6 Marketing, Sales Practices, and Products Liability Litigation AGREEMENT CONCERNING 7 SOURCE CODE AND SOURCE CODE RELATED MATERIAL 8 This document relates to: COVERED BY STIPULATED PROTECTIVE ORDER 9 ALL CASES 10 11 _____, hereby acknowledge 12 that I have received a copy of the Stipulated Protective Order Governing the 13 Exchange and Handling of Source Code and a copy the January 19th, 2011 14 Protective Order entered in this action (Case No. 8:10ML2151 JVS (FMOx) 15 by the United States District Court for the Central District of California, 16 Southern Division (collectively, hereinafter, "the Source Code Protective 17 18 Order"). I have either read the Source Code Protective Order or have had the 19 terms of the Protective Order explained to me by my attorney. 20 I understand the terms of the Source Code Protective Order and agree 21 to comply with and to be bound by such terms. 22 If I review or receive documents or information designated as "Highly 23 Confidential – Source Code," I understand that such information is provided 24 to me pursuant to the terms and restrictions of the Source Code Protective 25 Order. 26

27

1	I agree to hold in confidence and not further disclose or use for any
2	purpose (other than is permitted by the Source Code Protective Order) any
3	information disclosed to me pursuant to the terms of the Source Code
4	Protective Order.
5	I hereby submit myself to the jurisdiction of the United States District
6	Court for the Central District of California for resolution of any matters
7	pertaining to the Source Code Protective Order.
8	My address is
9	
10	My present employer is
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12	Dated:
13	
14	Signed:
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